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Official Public Records

Tarrant County Texas

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**D208394214**

2 Pages



Suzanne Henderson

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**AMENDMENT OF OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS       }  
COUNTY OF TARRANT }

WHEREAS, **Danny E. Tarwater and wife, Myrl F. Tarwater**, (collectively referred to herein as "Lessor") executed an Oil, Gas and Mineral Lease, dated May 04, 2004, in favor of **ADEXCO PRODUCTION COMPANY**, which is recorded as Document No. D204208528 in the Official Public Records of Tarrant County, Texas, (the "Lease"), whereby Lessor leased the following described property situated in Tarrant County, Texas,

4.325 acres of land, more or less, out of the D. H. Smith Survey, A-1488, Tarrant County, Texas and being the same land described in a Deed dated April 7, 1977, from James S. Nobles, et ux to Danny E. Tarwater and recorded in Volume 6210, Page 526, Official Public Records of Tarrant County, Texas.

AND WHEREAS, the Lease and all rights and privileges thereunder, are now owned and held by XTO Energy Inc. (hereinafter referred to as "Lessee"), a Delaware corporation.

AND WHEREAS, Lessor agrees to amend the Lease in accordance with the terms hereof.

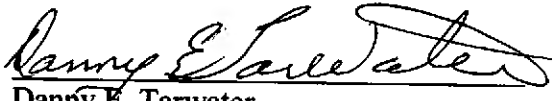
NOW THEREFORE, not withstanding anything to the contrary, Lessor hereby amends the Lease to add the following provision to the end of paragraph 4 of the Lease:

Any unit formed may be amended, re-formed, or enlarged by Lessee at its election at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the public office in which the pooled acreage is located, provided the size of such unit does not exceed the size allowed under this Lease.

AND, for the same consideration recited above, Lessor does hereby adopt, ratify and confirm the Lease, and all of its provisions, except as herein modified and amended, and does hereby grant, lease, and let to the Lessee therein or its successors and assigns, any and all interest which Lessor now has, or may hereafter acquire, either by conveyance, devise, inheritance or operation of laws, and whether vested, expectant, contingent or future, in and to the Land, in accordance with each and all of the provisions contained in the Lease and as amended hereby, and the Lessor hereby declares that the Lease and all of its provisions, as amended, are binding on the Lessor and Lessee and is a valid and subsisting oil and gas lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the Lessor and Lessee.

D208394214

**WITNESS WHEREOF**, this Amendment is executed on the respective date of Lessor's acknowledgment below, but is effective as of the date of the Lease.

  
\_\_\_\_\_  
Danny E. Tarwater

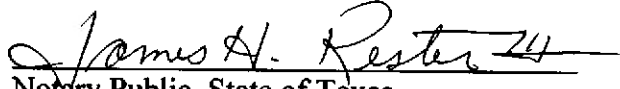
  
\_\_\_\_\_  
Myrl F. Tarwater

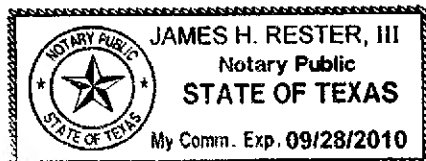
Address: 7247 Gibson Cemetery Rd.  
Mansfield, Texas 76063

### ACKNOWLEDGMENT

STATE OF TEXAS       }  
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 6<sup>th</sup> day of October, 2008, by Danny E. Tarwater, and Myrl F. Tarwater, husband and wife.

  
\_\_\_\_\_  
Notary Public, State of Texas



Return to: Bryson G. Kuba  
6127 Green Jacket Dr.  
Apt. # 1136  
Fort Worth, TX 76137